

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bonnie Stafiej, Special Projects Director/954-797-1163

**PREPARED BY:** Bonnie Stafiej, Special Projects Director

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** All

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE TO ENTER INTO AN AGREEMENT WITH THE DOG OBEDIENCE CLUB OF HOLLYWOOD ,FOR THE RENTAL OF THE BERGERON RODEO GROUNDS FOR WEEKLY DOG CLASSES. (arena rental - \$4,800)

**REPORT IN BRIEF:** The Dog Obedience Club of Hollywood wishes to conduct dog handling classes for all ages who own dogs at the arena on forty eight (48) Monday nights through out the fiscal year. This is an estimated number of classes. Classes may be canceled and less session may apply.

**PREVIOUS ACTIONS:** The Dog Obedience Club of Hollywood has been hosting dog handling classes for the past 14 years at the arena and also leases the arena and its grounds on many occasions through out the years for AKC sanctioned shows. The promoter has continually proven to sponsor professional family orientated events.

**CONCURRENCES:**

**FISCAL IMPACT:** not applicable

Has request been budgeted? n/a

Additional Comments: The rental cost to the Dog Obedience Club of Hollywood is \$4,800.00 for the forty-eight (48) days of use. This cost includes ground preparation, clean-up, and utilities.

**RECOMMENDATION(S):** Motion to Approve Resolution and Lease Agreement

**Attachment(s):** 1) Resolution, 2) Exhibit “A” Lease Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE TO ENTER INTO AN  
AGREEMENT WITH THE DOG OBEDIENCE CLUB OF  
HOLLYWOOD FOR THE RENTAL OF THE BERGERON RODEO  
GROUNDS FOR WEEKLY DOG CLASSES

WHEREAS, the Town of Davie is desirous of renting Bergeron Rodeo Grounds  
of Davie, Florida to present cultural and recreational events to the residents; and

WHEREAS, The Dog Obedience Club of Hollywood wishes to host weekly dog  
classes for its community at the Bergeron Rodeo Grounds of Davie, Florida, for a period  
of fourty eight (48) Mondays, beginning on January 26, 2009 and ending at 10:00 p.m., on  
January 27, 2010 ; and

WHEREAS, The Dog Obedience Club of Hollywood requests that the Town  
Council approve the rental agreement and fee of four thousand eight hundred dollars  
(\$4,800.00); and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF DAVIE, FLORIDA

Section 1. The Town of Davie does hereby authorize the Mayor to enter into a  
lease agreement which is attached as "Exhibit A" .

Section 2. That this resolution shall take effect immediately upon its passage and  
adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

\_\_\_\_\_  
MAYOR/COUNCILMEMB  
ER

ATTEST

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

**TOWN OF DAVIE BERGERON RODEO GROUNDS, OF DAVIE FLORIDA  
FACILITY LEASE**

THIS AGREEMENT, made and entered into this 28 day of December 2008,  
by and between the

TOWN OF DAVIE, a municipal corporation of the State of Florida, hereinafter called  
the Town, and the herein called Lessee, whose address is: **Dog Obedience Club of  
Hollywood**

**1339 SW 151 Terrace  
Sunrise, FL 33326  
Harryette Roth President**

WITNESSETH: That in consideration of the covenants and conditions herein expressed  
and of the faithful performance of the Lessee of all such covenants and conditions, the  
Town does hereby demise and lease unto the Lessee and the Lessee does hereby rent and  
take as Lessee the following facilities: **Bergeron Rodeo Grounds** of the Town of Davie  
located at 4201 SW 65th Way, Davie, Florida. Said facilities are to be used for the  
purpose of: **Dog Obedience Classes (every Monday)** and for no other purpose  
whatsoever without the written consent of the Town endorsed on this lease, for a period  
of **48 Mondays** commencing at **6:30 p.m** on the **26** day of **January, 2008** and ending at  
**10:00 p.m** on the **27 day** of **January, 2010.**

**The lessee is paying a users light fee for class activities. The Town of Davie reserves  
the right to cancel classes throughout the year due to full rental use, Town special  
event use, and or for other unforeseen circumstances. If a class is canceled due to  
above mentioned situations, the light fee for that class will be credited to the club.  
The club is permitted to host dog classes only. No dog handling, obedience, or fly  
ball shows or contests can be held on any Monday nights without approval from the  
Special Projects Director .**

The Lessee agrees to pay to the Lessor a non-refundable rental commitment deposit of  
\$150.00 in order to secure requested date(s). If the event that is the subject matter of  
this lease does not occur on the scheduled date, the \$150.00 deposit becomes the property  
of the Town of Davie to be applied toward any damages suffered by the Town as a result  
of the breach of the lease. If the event proceeds as planned, the \$150.00 will be applied  
to the rent. The Lessee agrees to pay to the Lessor the rental of **48 classes x \$100.00**  
**= \$4,8000 (\$4,800.00 for yearly use)**. This is an estimated number of classes.  
Classes may be canceled and less session may apply.

1. Rent is to be paid by cash, certified check or bank draft only at the Town of Davie  
Special Projects Office located at, 6591 Orange Drive , Davie, FL 33314; /attention  
Special Projects Director. Lessee shall pay to Town on demand any sum which may be  
due to the Town for additional service, accommodations or materials furnished or loaned  
by said Town, and permit said Town, in case of Lessee's failure to pay such sum, or to  
comply with this agreement, payment will be secured by a Lessee's Service Bond as  
outlined in paragraph 6 and to secure said Town against loss.

2. The Town shall furnish light for ordinary use only, accidents and unavoidable delays excepted; furnish water by means of the appliances installed for ordinary toilet purposes and furnish minimum house staff, as determined by the Town of Davie.

3. Lessee agrees to quit and surrender said demised premises to the Town at the end of said term in the same condition as at the date of the commencement of this lease, ordinary use and wear thereof only excepted, and to abide by and conform to all rules and regulations from time to time adopted or prescribed by the Town for the government and management of said facilities.

### **GROUND PREPARATION**

The preparation of the clay surface or the floor, in the Bergeron arena is the responsibility of the Lessee. The town will roll or rotar till the surface to house specification. It will be the responsibility of the Lessee to provide equipment to prepare grounds to their specific needs through out the lease duration.

### **INSURANCE**

4. The Lessee is required to furnish the Lessor fourteen (14) days prior to the date of the performance, a Landlord's and Tenant's Public Liability Policy to the extent of not less than one million dollars (\$1,000,000.00) to cover claim damage for any single or specific cause for any one person, and no less than one million dollars (\$1,000,000.00) to cover any particular

accident or occurrence, together with coverage of property damage in an amount no less than one million dollars (\$1,000,000.00). The Town of Davie, a municipal corporation of Florida, shall be named in the policy as additional insured, along with yourself as lessee. This requirement shall also apply to all rehearsals. Lessee agrees to indemnify and hold harmless the Lessor for all costs and expenses arising out of any claims for personal injuries, including death, and any claims for property damage, sustained by any person including but not limited to, employees of the Lessee arising out of the use of the subject premises pursuant to this contract.

5. The Lessee shall file with the Town of Davie evidence of the required insurance by way of a Certificate of Insurance which shall be subject to approval by the Town.

### **6. SECURITY/EMS BOND**

In addition to the minimum rent, lessee must put in place a Police Security and Fire/EMS Bond with the Special Projects Director to pay for Davie Police and Fire/EMS personnel. Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aide and protect persons. This bond must be in place before this contract can be signed and entered into with the Town of Davie. This Bond must be made by certified check or cash. Once the Bond is used for personnel, any remainder of the Bond will be returned to promoter within 10 working days after the event. Lessee will

comply with all laws of the United States and of the State of Florida, all ordinances of the Town of Davie, and all rules and requirements of the police and fire departments or other municipal authorities of the Town of Davie. Lessee shall obtain all necessary permits and licenses, including union or trade organization clearances, and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the attention of said Lessee is called to any such violation on the part of said Lessee, such Lessee will immediately desist from and correct or cause to be corrected such violation.

7. If said premises or any portion of said building, during the term of this lease, shall be damaged by the act, default or negligence of the Lessee, or of Lessee's agents, employees, patrons, contractors, guests, or any person admitted to said premises by Lessee, Lessee will pay to the Town upon demand such sum as shall be necessary to restore said damaged premises to their present condition. The Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to said premises or to any portion of said building by the consent of the said Lessee or by or with the consent of any person acting for or on behalf of said Lessee, and said Lessee agrees to have on hand at all times, at its own expense, such level of police services deemed necessary by the Chief of Police or his designee, and the Town of Davie, to maintain order and to protect persons and property. Lessee agrees to have on hand at all times, at its own expense, such level of Fire/EMS services deemed necessary by the Fire Chief or his designee, and the Town of Davie, to maintain safety, property and to aide and protect persons.

8. Lessee shall not injure, nor mar, nor in any manner deface said premises, and shall not cause or permit anything to be done whereby the said premises shall be in any manner injured, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks or screws into any part of said building and will not make nor allow to be made any alterations of any kind therein. Lessee will not post or exhibit or allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front or on any part of said building except upon the regular billboards provided by the Town therefore, and will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as related to the performance or exhibition to be given in the demised premises, and for such period of time as designated by the Town of Davie.

#### **ADVERTISING**

9A. Lessee shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate, or can safely or freely move about in said rented areas, and the decision of the Town of Davie in this respect shall be final.

9 B. Lessee is responsible for payment and distribution of all advertisement and promotional materials. The designated advertised name for the facility is the Bergeron Rodeo Grounds of Davie, Florida and that shall be the sole name by which the Arena and the Property is designated, advertised or promoted and the lessee shall use no other name to identify, advertise or promote the Arena and the Property. All promotional material

must be submitted to the Town of Davie Special Projects Director for approval before material is printed.

9C. Lessee must support in their advertisements, registration information for their contestants, and on their presale tickets Town of Davie house rules : No alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the premises during or before contracted event.

### **CONCESSIONS AND GIVE AWAYS**

10. The Town reserves, and at all times shall have the sole right to sell or give away librettos, flowers, refreshments, beverages, cigars, cigarettes, candies, sandwiches, periodicals and other merchandise, and to rent and sell opera glasses, umbrellas and other articles. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff.

11. The Town shall have the sole right to collect and have the custody of articles left, lost or checked in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and the Lessee or any person in Lessee's employ shall not collect nor interfere with the collection or custody of such articles. The Town may conduct checkrooms, to control programs and to supervise the contents thereof, to take photographs, to control or supervise radio and/or television broadcasting or recording and transcription rights and equipment, and other privileges, and the Lessee shall not engage in or undertake the sale of any of the aforesaid articles or privileges without the written consent of the Town.

12. The Town reserves the right through its representatives to enter any portion of the demised premises and to eject any objectionable person or persons from said building, and upon the exercise of this authority through its staff, agents, or police. The Lessee hereby waives any right and all claim for damages against the Town of Davie.

13. The Town reserves the right to remove from the building all effects remaining in building after the time specified at the sole expense of Lessee and to store the same at the sole expense of the Lessee, and without any liability therefore on the part of the Town.

14. Lessee shall not, without the written consent of the Town, put up or operate any engine or motor or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, or any other agent than electricity for illuminating the demised premises.

15. Lessee shall not permit the demised premises to be used for lodging rooms, or for any improper, immoral or objectionable purpose, and the decision of the Town of Davie in these matters shall be final. Lessee shall not assign this lease without the written consent of the Town nor suffer any use of said premises other than herein specified, nor shall Lessee sublease the premises in whole or in part.



16. Lessee agrees to deliver to the Town, free of charge, thirty admission tickets for each day and thirty admission tickets for each evening the premises are open to the public or trade during the term of this lease.

17. The auditorium employees and concessionaires shall at all times have free access to said premises.

### **PARKING**

18A. The Town of Davie has complete and sole control of all surrounding parking lots and fields. The Town of Davie has the sole right to charge a fee for parking in or on these properties. The Town of Davie will charge all vehicles before, during or after each event for parking. Parking fees will be charged to all event ticket holders, vendors, contestants, volunteers, and staff using these properties.

18B. Parking for vendors, contestants, volunteers, and staff or any other vehicles is limited to the North East vendors parking area only. A parking pass must be issued by the Lessee to these vehicles for free access to this lot.

18C. No vehicles will be permitted to remain in or on any other areas of the premises once the gates are unlocked. No vehicles may move on to the premises from the North East vendors parking area or any other gate until all ticket holders or non-ticket holders have safely left the facilities.

19A. If the Lessee, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the premises, no rent refund shall be made, and the full rent called for by this lease, including any disbursements or expenses incurred by the Town in connection there with, shall be payable by the Lessee to the Town as liquidated damages, and not by way of penalty.

19B. Lessee further states that it has inspected the leased premises and its equipment and that same are adequate and in proper condition for the uses contemplated, and that Lessee accepts same as is with all defects, latent and patent, if any.

20A. Lessee agrees that the Town shall have complete and sole supervision of the sale of all tickets at the Town's box offices and/or agencies in accordance with established rates and policies unless otherwise provided in the following space.

20B. The Lessee will be in control of the pre-sale and gate admissions. Lessee will not allow alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms on the leased premises during or before event. This house rule applies to contestants, ticket holders, volunteers, and working staff. The Town of Davie will have the right to inspect the ticket booth operation and admission procedures.

21. Lessee shall arrange and pay for the printing of all tickets, the form and content of which shall be in accord with accepted procedures for good accounting and conform with arena seating diagrams. The Lessee will have printed on the bottom of tickets that NO alcoholic beverages, open or closed soft drinks, food items, containers, coolers, or firearms are permitted on the leased premises during or before event.

29. The waiver by Town of any breach of any term, covenant, or condition contained herein shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

30. Time is of the essence of this Lease and all of its provisions.

31. Should the Town be required to enforce the terms of this agreement, then Lessee hereby agrees to pay to Town all the costs in connection therewith including, but not limited to, reasonable attorneys' fees whether or not the action or actions proceed to judgment.

32. Lessee agrees that for all programs lasting one and one-half (1 1/2) hours or more, an intermission of no less than twenty (20) minutes shall be held, subject to modification by the Town of Davie when necessary to meet unusual conditions.

33. Lessee shall post a surety bond upon the request of the Town to cover repairs. The amount of surety bond will be determined by the Town at the time the Lease Agreement is executed by the Town.

34. Lessee understands and hereby specifically agrees that the Town does not furnish any house staff or technicians nor provide any services, seating setups, equipment or materials unless otherwise provided for in this lease or ordered in writing by Lessee in accordance with the Town's rate sheet for rental equipment and services.

35. Lessee agrees to be responsible for all necessary license fees for the presentation of live music, including but not limited to required licenses and fees from the American Society of Composers, Authors and Publishers.

IN WITNESS WHEREOF, Town by its Mayor or Town Administrator and Lessee by its undersigned authorized representative, or for sole owner in person, have caused this instrument to be executed by affixing their respective signatures on the date first above written.

TOWN OF

DAVIE

Witnessed

\_\_\_\_\_

Administrator

\_\_\_\_\_

Attested:

by:

By:\_\_\_\_\_

Mayor/Town

\_\_\_\_\_

Name(Print)

\_\_\_\_\_  
\_\_\_\_\_

Witnessed by:

\_\_\_\_\_

Code

\_\_\_\_\_

Corporate Seal/Notary Seal

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Address

\_\_\_\_\_

City, State, Zip

\_\_\_\_\_

501-C-3

\_\_\_\_\_

Signature